



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE  
REFER TO FILE: **AS-0**

May 30, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LEAD-BASED PAINT STABILIZATION  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the service provided is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for "Lead-Based Paint Stabilization" to CST Environmental, Inc., located in Brea, California. This contract will commence upon Board approval and our issuance of the Notice to Proceed.
3. Instruct the Chairman to sign the contract.
4. Authorize the contractor to proceed with work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an amount not to exceed \$426,580. This amount is based on the contractor's price to perform the requested work plus 10 percent for additional unforeseen lead-based paint stabilization and/or electrical services encountered as the work progresses.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action is to award a contract for the stabilization of lead-based paint on ceilings and walls and painting the stabilized surfaces at Public Works Fleet Management Group's Baldwin Park Shop located at 14747 East Ramona Boulevard, Baldwin Park. Additionally, the work includes the removal and replacement of existing lights, conduits, and associated wiring. Upgrading the lighting system with energy efficient halogen lights will reduce energy consumption by approximately 40 percent and maintenance costs by 50 percent.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to provide this service in a timely and effective manner.

### **FISCAL IMPACT/FINANCING**

This contract is for an amount not to exceed \$426,580. This amount represents the contractor's price to perform the requested work plus 10 percent for additional unforeseen lead-based paint stabilization and/or electrical services encountered as the work progresses. This contract will commence upon Board approval and our issuance of the Notice to Proceed. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2001-02 budget to cover the cost of this contract. There will be no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, as the service is temporary and is of an extraordinary professional or technical nature.

The contractor has properly executed this contract and County Counsel has approved it as to form.

## **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these lead-based paint stabilization and electrical services are categorically exempt as specified in Class 1(c) and (d) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On April 1, 2002, proposals were solicited from 427 independent contractors and community business organizations for Lead-Based Paint Stabilization. Also, a notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

On May 8, 2002, six proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements outlined in the Request for Proposals (RFP). All but one proposal met these mandatory requirements which were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the RFP which included proposer's experience, capability, work plan and approach, references, and cost. Based on this evaluation, Public Works is recommending that this contract be awarded to the most responsive proposer, CST Environmental, Inc., of Brea, California.

As requested by your Board, the contractor submitted its safety record which, in our opinion, reflects the contractor's past activities were conducted in accordance with reasonable safety standards.

Evidence of the required Comprehensive General and Automobile Liability Insurance policies, naming the County as additional insured, Workers' Compensation insurance, and a performance security will be obtained from the contractor before any work commences.

This contract contains the Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN program participants, to advise employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled paper products, and contractor responsibility and debarment.

The Honorable Board of Supervisors  
May 30, 2002  
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Enclosure A reflects each proposer's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with the Los Angeles County Code Section 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

Please have the original and one copy of the contract signed by the Chairman. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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cc: Chief Administrative Office  
County Counsel

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THIS AGREEMENT, made and entered into as of this\_\_\_\_\_ day of \_\_\_\_\_, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

CST ENVIRONMENTAL, INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 8th day of May 2002, hereby agrees to provide lead-based paint stabilization and electrical services, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Lead-Based Paint Stabilization."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission an amount not to exceed \$387,800 or such greater sum as the Board may approve.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide lead-based paint stabilization and electrical services to meet the County's requirements.

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FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of  
the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

CST Environmental, Inc.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary